

## **NetBooks SLA**

Last revised: August 29, 2007

We guarantee 99.5% uptime for the NetBooks Application, outside the scheduled times during which we may conduct maintenance and upgrades. If in a calendar month this uptime guarantee is not met, notify us prior to the 15th of the following calendar month at [billing@netbooks.com](mailto:billing@netbooks.com) to receive a one-month extension of your subscription.

The scheduled time for upgrades is from 9 p.m. Saturday to 8 a.m. Sunday PST/PDT. However, we will not perform upgrades during the first or last weekends of each month. You will receive notice at least one week in advance of any upgrades to the NetBooks Application.

The scheduled time for maintenance is Tuesday, Thursday, and Saturday from 9 p.m. to 3 a.m. PST/PDT, and may be used by us with no advance notification to you.

We may expand these scheduled times provided that we notify you at least one day in advance. In addition, in the event that we in our sole discretion determine that any unscheduled maintenance is necessary, we will use commercially reasonable efforts to notify you.

The rights and remedies granted under this NetBooks SLA apply to you only if you are a current subscriber of the NetBooks Application, and they are subject to your compliance with the NetBooks Service Agreement (a current copy of which can be viewed at [www.netbooks.com/legal](http://www.netbooks.com/legal)). The terms "we," "our," "us," "you," and "your," and any capitalized terms have the meanings given to them in the NetBooks Service Agreement.

This SLA describes your sole remedy, and our entire obligation, if we fail to satisfy our uptime guarantee. This SLA does not diminish or override the disclaimer of warranties in the NetBooks Service Agreement (except as expressly stated therein).